

WORKING AGREEMENT
BY AND BETWEEN
THE CITY OF COVINGTON, KENTUCKY
AND
AFSCME, AFL-CIO, LOCAL 237

August 8, 2007 to December 31, 2009

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AGREEMENT

This agreement is entered into by and between the City of Covington, Kentucky, hereinafter referred to as the "CITY" and the City of Covington Non-Uniformed Employees, represented by Local No. 237, AFSCME, AFL-CIO, hereinafter referred to as the "UNION".

That the wages and conditions of employment of the City of Covington Non-Uniformed Employees are hereby accepted as follows:

ARTICLE 1

(A) TERM OF CONTRACT

(1) This working agreement shall be effective during the period from August 20, 2007 until December 31, 2009, unless otherwise specifically noted in the body of this contract and no changes shall be made without a mutual agreement between the City and Union.

ARTICLE 2

(A) RIGHTS AND PRIVILEGES

(1) The rights of both parties hereby are recognized and acknowledged. The provisions of this Contract shall be controlling in resolving any controversy between the parties during the term of this Contract.

ARTICLE 3

(A) LEGAL AND SEVERABLE

(1) This Contract shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of the Commonwealth of Kentucky, and Federal, State and Municipal Laws; except that it is agreed by both the CITY and the UNION that any action by the Kentucky Legislature or any third party decision shall not result in a loss or gain of the wage benefits conferred by this contract for its designated period of enforceability. In the event any provision of this contract shall be declared invalid or legally unenforceable, the remainder of the contract shall not be affected thereby, but shall continue in full force and effect. The City shall make a good faith effort to abide by all applicable state and federal laws.

(2) Nothing in this Contract shall be construed to infringe on the jurisdiction of the Covington Civil Service Board as set forth in the Kentucky Revised Statutes or any valid rules or regulations thereof.

ARTICLE 4

(A) MANAGEMENT RIGHTS

(1) The CITY and the UNION recognize the rights and responsibilities of the CITY, under the Laws of the Commonwealth of Kentucky, to determine the standards of service to be offered by its agency, determine the standards of selection for employment direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operation; determine methods, means and personnel by which its operations are to be conducted; determine the content of job descriptions; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

(2) Except as modified by the Contract; any dispute arising under this policy is subject to the grievance procedure.

ARTICLE 5

(A) WORKERS COMPENSATION

(1) The CITY agrees to provide Worker's Compensation coverage for all employees consistent with the requirements established by the Kentucky Revised Statutes.

(2) The employee, at his option, may supplement his Worker's Compensation with the utilization of his accrued sick leave or vacation, so that there will be no loss of pay. The gross pay will not exceed the employee's regular gross pay.

ARTICLE 6

(A) UNION RECOGNITION

(1) It shall be the policy of the City of Covington to recognize Local No. 237, City of Covington Employees AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for non-uniformed employees, as defined by Article 33 of this agreement.

(B) DEDUCTION AND REMITTANCE OF UNION DUES

(1) The CITY shall deduct from the wages of all employees covered by this agreement or amendments to it, union dues as authorized by each employee in writing. Such authorization shall remain in full force and effect until such time as it is revoked in accordance with the terms and conditions of the authorization. The CITY shall remit dues collected weekly to the treasurer of the UNION. All dues deducted shall be shown on the employee's paycheck stub. The CITY is not responsible for any litigation arising from the collection of dues.

(2) Membership in the Union is not compulsory. Employees have the right to join or not join. Neither the CITY nor UNION shall exert any pressure on or discriminate against an employee as regards such matters. Employees who choose not to join the UNION shall be subject to the terms of the Fair Share Agreement.

Employees covered by this Agreement who, upon the effective date of this Agreement; are dues paying members of the UNION and all employees who thereafter become dues paying members shall remain dues paying members of the UNION for the duration of this Agreement.

(3) Fair Share Agreement. All employees in the bargaining unit shall be required to pay, as provided in this article, their fair share of the costs of representation by the UNION. No employee shall be required to join the UNION, but membership in the UNION shall be available to all employees who apply, consistent with the UNION'S Constitution and Bylaws.

The CITY shall deduct in equal installments from the installments of each pay period of all employees in the collective unit, their fair share of the cost of representation by the UNION. The CITY shall pay said amount to the UNION each pay period. The date for the commencement of these deductions shall be determined by the UNION; however, no deduction shall be made prior to thirty (30) days after the UNION sends notice of budget information to the employees. The CITY will provide the UNION with a list of employees from whom deductions are made with each pay period remittance to the UNION.

For the purpose of the article, employees who are members of the UNION and whose dues are deducted and to the UNION by the CITY are exempt from this provision. The UNION shall notify, the CITY of those employees who are exempt from the provisions of this article and shall notify the CITY of any changes in its membership affecting the operation of the provisions of this article.

The UNION shall notify the CITY of the amount certified by the UNION to be the fair share of the cost of representation by the UNION and the date for the commencement of the fair share deduction, prior to the deduction by the CITY.

The UNION agrees to certify to the CITY only such fair share costs as are allowed by law, and further agrees to abide by the decisions of courts of competent jurisdiction and any arbitrators' decision in this regard. The UNION agrees to inform the CITY of any change in the amount of such fair share cost.

The UNION shall provide employees who are not members of the UNION with an internal mechanism within the UNION which is consistent with the requirements of law and which will allow those employees to challenge the fair share amount certified by the UNION as the cost of representation and to receive, where appropriate, a rebate to any monies to which they are entitled. To the extent required by law, the UNION will place in an interest bearing escrow account any disputed fair share amounts.

The UNION will indemnify, defend and hold the CITY harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the CITY, which CITY action or non-action is in compliance with the provisions of this article, and in reliance on any list or certificates which have been furnished to the

CITY pursuant to this article. The UNION agrees to CITY any amounts paid to it in error on account of payroll deduction provision upon presentation of the proper evidence thereof.

(C) PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY
(PEOPLE) CHECKOFF

(1) The employer agrees to deduct from the wages of any employee who is a member of the UNION a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the UNION.

(2) The employer agrees to remit any deductions made pursuant to this provision promptly to the UNION together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7

(A) UNION BUSINESS

(1) The CITY shall permit representatives of the UNION leaves with pay. Such leave shall not exceed a total of sixteen (16) days per contract year, provided that three (3) days prior to such leave, written notice is submitted for approval to the Union representative's immediate supervisor or department head and the City Manager. The maximum number of employees taking leave will be four at any one time except by mutual agreement.

(2) The Union is permitted one Steward for each department, to be selected by the UNION, will furnish the names of the Stewards to the affected department head. The names of the Stewards and Union Officers shall be submitted, in writing to the City Manager prior to September 1 of each year.

(3) Members of the Grievance Committee shall be granted leave, with pay, during their normal tour of duty for the purpose of grievances. For purposes of this section alone, the Grievance Committee shall be limited to the two (2) UNION representatives of the UNION'S choice, plus grievant(s), of the UNION'S choice. The department shall exert every reasonable effort to make it possible for the employee to leave his work station for the aforesaid purposes.

(4) The CITY shall permit Officers certified by the President of the UNION to conduct such UNION business as required for the efficient operation of the UNION, including:

(a) Discussion of the UNION activity and distribution of UNION material and information while not on duty will be permitted in non-working areas.

(b) Placement of UNION material on UNION bulletin boards.

(5) When a vacancy occurs, the CITY will provide the UNION President or his or her designee with a list of applicants who have passed the appropriate testing.

(6) UNION Representatives shall be permitted reasonable access to the CITY work areas in order to conduct UNION business.

ARTICLE 8

(A) UNION NOTIFICATION

(1) The City and AFSCME shall establish Labor Management Committees ("LMC") within the Public Works Department, Recreation Department, Police Department and City Hall to discuss labor-management issues on an as needed basis. The department committees shall consist of a maximum of three City representatives and three AFSCME representatives. The LMC will be used as a communication mechanism to provide for input and notice regarding departmental rules and regulations.

(2) All employees of the Non-Uniformed service shall be provided legible and clean copies of the Department's rules and regulations on request. Copies will be posted on the official bulletin boards. Copies of the rules shall be maintained at the administrative office for each department and shall be available on request.

(3) The Department shall adopt a procedure to insure that all employees to whom a verbal order is applicable receive the same order.

(4) Whenever the CITY proposes changes affecting the authorized classified service system, and this bargaining unit's non-uniformed positions, the UNION shall be given ten (10) calendar days advance written notice of such contemplated changes.

ARTICLE 9

(A) UNION GRIEVANCE PROCEDURE

Any dispute involving a grievance shall be considered in accordance with the grievance procedure set forth herein.

(1) The Grievant must file a grievance within 15 working days of the knowledge of act causing the grievance. The Union and City may mutually agree to extend the 15 working days an additional 10 working days. Such knowledge must come to light within a six (6) month period of said act.

(2) The grievance shall be submitted in writing. It shall be signed by both the steward and the grievant if submitted on behalf of the Union member. It shall be signed by the Union president or his/her designee if submitted on behalf of the Union. The grievance shall be submitted to the immediate supervisor, who must attempt to adjust it and render his/her decision, in writing, within 72 hours or three working days, whichever is longer.

(3) If the employee wishes to carry his grievance higher, he must initiate each step within one (1) work week of the decision being appealed.

(4) If the employee is not satisfied with the adjustment made at this level, the written grievance shall then be reviewed by the Department Head, with the employee and/or Representative of the UNION. A decision, in writing shall be made by the Department Head within seven working days.

(5) A grievance can be taken to the City Manager or his authorized representative after the above remedies have been exhausted, and he or she shall answer, in writing within 15 working days.

(6) If the time limits herein prescribed are not met, the grievance shall be moved to the next step or withdrawn or the time limits extended by mutual agreement.

(7) Failure to reach agreement pursuant to paragraph 5 shall cause the matter to be submitted to mediation before the Federal Mediation Conciliation Service or other mediator selected by mutual agreement.

(8) Failure to reach agreement pursuant to paragraph 7 shall cause the matter to be submitted for arbitration before the Federal Mediation Conciliation Service or other arbitration system selected by mutual agreement. All costs of Arbitration shall be paid by the losing side.

(a) The parties agree that any arbitrators selected shall be members in good standing of the National Academy of Arbitrators and must maintain an office address within 150 miles of Covington, Kentucky.

(B) DECISION OF THE ARBITRATOR AND TIME LIMIT

(1) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and arguments.

(2) Either party may appeal the decision of the Arbitrator to the court within thirty (30) days of receipt of the decision.

ARTICLE 10

(A) LAYOFF AND RECALL

(1) Whenever it becomes necessary in a Department, through lack of work or funds, to reduce the number of employees within the Department, the Department Head will determine the area or program and job classification therein which would least affect the CITY services if reduced, and the following layoff order shall be observed:

(a) Students, emergency and provisional employees, paid by the General Funds of the City shall be laid off first, in any order, as determined by the Department Head and City Manager.

(b) Seasonal employees shall be laid off next, with the employee with the lowest performance rating being laid off first.

(c) Permanent employees still on probation shall be laid off next in inverse order of their Seniority.

(d) Permanent employees shall be laid off next, in inverse order of seniority, as measured in days of paid employment. No credit for seniority will be given for a resignation that was not followed by a reinstatement within one (1) year.

(e) The order of recall will be in the inverse of the order of layoff

(f) Layoff and recall rights terminate at the end of three (3) years.

If laid off employee declines, fails to respond or the attempt to contact employee at last known address fails, all rights to further recall thereupon cease to exist.

(B) BUMPING

(1) Employee with the least seniority in the Department affected shall be laid off first. Such an employee may exercise his/her overall City-wide seniority and replace an employee in the same Department or another Department who has less seniority, provided the employee that is exercising this right is capable of performing the work in that classification.

(2) An employee who exercises this right shall be evaluated during the sixty (60) day period. Any disqualification during the sixty (60) day period shall be documented and presented in writing to the employee. Such qualifications shall be subject to the grievance procedure.

ARTICLE 11

(A) SENIORITY

(1) Seniority of an employee shall commence on the first day of employment under Civil Service or the first day of employment for non-Civil Service employees whichever is applicable under the circumstances, and shall continue for as long as the employee is employed by the CITY, unless discharged or voluntarily terminated. Suspension time or authorized unpaid leave of absence time will not be eligible for seniority. In cases of legitimate illness, seniority shall accrue without interruption.

(2) Seniority shall prevail with respect to the choosing of vacations, where applicable and/or authorized by the Civil Service Commission Rules and Regulations, Kentucky State and local laws as applicable. However, scheduled vacations may be subject to review in cases of extreme emergency.

(3) The CITY shall establish a seniority list, and it shall be brought up-to-date and a complete new list be provided and posted on January 1 of each year thereafter, on the bulletin boards, for a period of not less than thirty (30) working days. A copy of said seniority list shall be mailed to the Secretary-Treasurer of the UNION upon request. Any objections to the seniority list, as posted,

shall be reported to the Department Head within twenty (20) working days of the first day of posting, or the seniority list shall stand approved.

(4) In the event more than one (1) employee goes on the payroll of the Department on the same day, their Civil Service (or non-Civil Service) grading scores shall govern their seniority standing, the employee with the highest score taking precedence.

ARTICLE 12

(A) SHIFT DIFERENTIAL PAY

(1) In order to facilitate service to the public, employees may be required to work on an irregular schedule of days to complete a forty (40) hour week. Whenever these irregular schedules are required, the City shall pay:

(a) Telecommunicators and regularly and permanently assigned to a shift ending between 5 P.M. and Midnight, a shift differential of eighteen (18) cents per hour for each hour worked between 5 P.M. and Midnight.

(b) Telecommunicators and regularly and permanently assigned to a shift ending after Midnight and before 8 A.M. (third shift) shall receive shift differential of twenty-three (23) cents per hour for each hour worked between Midnight and 8 A.M.

(2) Should the CITY reinstitute permanent shift work other than 8 A.M. to 4:30 P.M., or flex-time, the following shift differential shall apply:

(a) All employees, except Telecommunicators who are regularly and permanently assigned to a shift from 5 P.M. to Midnight shall receive a shift differential of twenty-three (23) cents per hour for each hour worked between 5 P.M. and Midnight.

(b) All employees, except Telecommunicators who are regularly and permanently assigned to a shift from Midnight to 8 A.M., shall receive shift differential of twenty-eight (28) cents per hour for each hour worked between Midnight and 8 A.M.

(3) Employees assigned to shifts which rotate, shall receive the shift pay for all hours as they are worked on the second and third shift; and

(4) Shift differential rate for snow crews shall be twenty-five (25) cents per hour for second shift; and forty-five (45) cents per hour for third shift.

(B) JOB DIFFERENTIAL PAY

(1) Employees may be temporarily assigned to other duties not to exceed thirty (30) days, within their own Department or another Department, at the discretion of the Department Head, or the City Manager, such other duties shall be within their proper classification or as near to it as practicable. In no case shall an employee so assigned be paid less than his/her regular rate of pay. An employee assigned to a higher rated job during such assignment is subject to the provision of B(2) of this section.

(2) (a) Employees temporarily assigned to a position in a higher classification, which is covered by this Working Agreement, shall be granted differential pay at the fill rate for all hours assigned in the higher classification with a minimum of four (4) hours.

(b) Working in a higher classification outside of the bargaining unit:

(i) Employees shall receive full differential, but not to exceed \$10.00 per day for each day worked in the higher classification;

(ii) If the employee requests, the CITY will provide to the employee a written statement of how well the employee performed the duties in the higher classification.

(C) CREW LEADER

(1) A five percent (5%) increase per hour of base pay for employees assigned as a crew leader. The Head of the Department shall exercise judgment as to when a crew leader is needed. Normally, a crew leader is needed when two (2) or more employees (including seasonal, part-time or inmates) are working on a job when leadership is required as determined by the Department Head when the employee is held accountable for the work of others.

ARTICLE 13

(A) DISCIPLINE

(1) Verbal warnings may be given by an employee's immediate supervisor or Department Head. The employee shall be given the opportunity to have UNION representation present when a verbal warning is issued.

(2) No employee shall receive a written warning or greater discipline from his/her Department Head or City Manager without a hearing before his/her Department Head. The employee and the UNION shall be notified, in writing, of a hearing and the subject thereof at least two working days notice prior to the time of hearing. Employees shall have the right to UNION representation at this hearing.

(3) Disciplinary action shall not be imposed upon a non-probationary employee except for just cause.

(4) Any discipline to be imposed shall be initiated as soon as reasonably possible after the occurrence of the activity resulting in the discipline or after the time when the City became aware of the occurrence.

(5) No employee will be disciplined on the basis of race, sex creed, color, religion, age, national origin, political affiliation, handicap, or membership in a labor organization.

(6) If it is determined through a Grievance or Arbitration proceeding, as set forth in this Agreement, that a disciplinary action was unjustified, then the discipline shall be permanently removed from the employee's file.

(7) No previous record of charges or disciplinary actions may be considered for progressive disciplinary purposes except those brought in the past 18 months; however, serious criminal offenses or other serious misconduct may be presented or considered by the City in any serious disciplinary action or hearing.

(8) If a grievance is filed by or on behalf of an employee, and is later withdrawn at any time prior to the scheduling of a hearing before an arbitrator, all record of the grievance shall be removed from the employee's personnel file.

ARTICLE 14

(A) LONGEVITY PAY - WAGE SUPPLEMENT BENEFIT

(1) The City of Covington will provide its non-uniform employees the following longevity wage supplement:

(a) Effective January 1, 2000 each employees covered by this agreement; after three (3) continuous years of Civil Service employment; shall receive compensation at the rate of seven and one-half dollars (\$7.50) per month, for every year of service under Civil Service, not to exceed twenty-five (25) years of service. This benefit shall be raised to eight dollars (\$8.00) effective January 1, 2001.

(b) Longevity pay shall be paid each pay period. No longevity pay shall be payable during the first three (3) years of Civil Service.

ARTICLE 15

(A) PAID HOLIDAY BENEFITS

(1) It shall be the policy of the City of Covington to grant its employees the following holidays off, with full pay: *New Year's Day, Martin Luther King Day, President's Day, Good Friday (1/2 day) Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Eve Day, Christmas Day.*

ARTICLE 16

(A) ELIGIBILITY LIST

(1) A list of applicants who have passed the appropriate testing will be established and maintained for a period of one year when a vacancy occurs. This list may be maintained on a rolling calendar basis.

(2) In the event existing employees are competing with the public at large for any of the following classifications, in-house performance records, except those given within the immediate past

18 months with the exception of those listed in Article 13(A)(7), shall not be used against employees, and when possible, preference shall be given to existing employees.

(3) In-house testing shall be given for the following classifications. In the event that three in-house employees do not pass the test, then the test can be given to the public. However, those employees who passed the exam will automatically be added to the eligible list of employees.

Light Equipment Operator
Heavy Equipment Operator
Cement Brick Mason
Technician
Driver
Animal Control Officer

ARTICLE 17

(A) VACATION PAY BENEFIT

(1) The CITY will grant vacations to all non-uniformed employees in accordance with the following schedule:

(a) During the first year of employment the following vacation policy shall apply:

(1) If hired in January, February, March, 1 week; April, May, June, 3 days; July, August, September, 2 days; October, November, December, 0 days. Vacation during the year hired can only be taken after successfully completing 90 days of employment. Unused vacation during the first year of employment will not be paid upon termination of employment during the probationary period.

- (b) After one (1) year – five (5) days vacation with pay, annually.
- (c) After two (2) years – ten (10) days vacation with pay, annually.
- (d) After five (5) years – fifteen (15) days vacation with pay, annually.
- (e) After eight (8) years – sixteen (16) days vacation with pay, annually.
- (f) After eleven (11) years – seventeen (17) days vacation with pay, annually.
- (g) After fourteen (14) years – eighteen (18) days vacation with pay, annually.
- (h) After fifteen (15) years – twenty (20) days vacation with pay, annually.
- (i) After eighteen (18) years – twenty-one (21) days vacation with pay, annually.

- (j) After twenty-two (22) years -- twenty-three (23) days vacation with pay, annually.
- (k) After twenty-three (23) years -- twenty-four (24) days vacation with pay, annually.
- (l) After twenty-five (25) years -- twenty-five (25) days vacation with pay, annually.

The total number of vacation days cannot be accrued sooner than as is set forth in the above schedule.

(2) In the event that a paid holiday falls within the vacation period of any employee, that employee shall be entitled to an additional day of leave which shall be scheduled at the same time that the original vacation period is scheduled, or it can be taken in conjunction with one or more of the five (5) vacation days which may be taken in periods of less than one week at a time.

(3) Any employee entitled to three (3) or more weeks of vacation, may be required by his/her Department Head, if the convenience and efficiency of his/her Department requires it, to take the third (3rd) week or fourth (4th) week of his/her vacation at a time other than consecutively with the other two (2) weeks.

(4) Vacations must be taken on a timely basis, in the year due, and not accumulated beyond that. Any exception to this Section must be reviewed and approved by the City Manager, pursuant to a written request made prior to the end of the year in which vacation is due.

(5) Employees must give the department heads at least twenty-four (24) hours notice of his/her desire to use a vacation day(s) except in the case of an emergency, and the employees must receive approval from the department heads to use the vacation day(s). Consent shall not be unreasonably withheld.

ARTICLE 18

(A) OVERTIME

(1) Overtime shall be paid at the rate of one and one-half times regular pay in the following situation:

(a) All hours worked in excess of forty (40) hours in one (1) week, when those hours fall on the employee's first day off.

(b) All hours worked on call-out for emergencies when the employee has been sent home, unless on a second day off Employees called out shall be paid a minimum of four (4) hours straight time, unless this time is connected to regular working hours. All pay per call-out will begin at the time of arrival plus one-half hour travel time.

(c) All hours worked on holidays (except New Years, Christmas and Thanksgiving). This is in addition to the regular eight (8) hours pay for the holiday.

(d) All hours worked in excess of eight (8) per day for regularly scheduled work days, except in the case where sick leave is used in the scheduled work week.

(2) Overtime shall be paid at the rate of double the rate in the following situation:

(a) Hours worked on New Year's Day, Christmas, and Thanksgiving. This is in addition to eight (8) hours of regular rate.

(3) General Provisions

(a) Overtime shall be paid only to those who qualify as non-exempt in accordance with the Federal Fair Labor Standards Act.

(b) Overtime must be approved in advance by Department Head or designee.

(c) No overtime premium will be paid for working over forty (40) hours in a given work week unless the employee is in a "pay status" for at least forty (40) hours. "Pay status" is defined as time actually worked. However, an employee shall be allowed one (1) sick leave period per year to be used when defining "pay status".

(d) When overtime is necessary, the person or persons in the proper job title for that particular job shall be given preference.

(e) The CITY agrees to pay Evidence Technicians ("Evidence Techs") assigned to on-call status by the Police Chief or his/her designee and employees assigned to on-call status by the Public Works Director, Recreation and Parks Director, or City Manager or his/her designee, on-call ("beeper") pay at the rate of Forty Dollars (\$40.00) per week; effective upon execution of this Agreement. For the months of March through November, beeper pay shall be paid to a maximum of five employees, excluding Evidence Techs, who are assigned to on-call status. This pay shall be pro-rated if the on-call status assigned is less than one week in duration.

ARTICLE 19

(A) TUITION REIMBURSEMENT BENEFIT

(1) The City shall provide a policy of off-the-job training reimbursement to each regular full-time employee. Tuition support requires the fulfillment of the following requirements:

(a) Training must be job related either to present job or to enable the employee to qualify for a higher rated job in the CITY in the near or distant future.

(b) Training must be with an accredited college, university, vocational school, business or secretarial school or with a certified business related training seminar course.

(c) Employees must receive advance written certification from the City Manager that the training meets the requirements listed above.

(d) Employees must provide sufficient evidence of payment of full tuition and satisfactory completion of the training to the Finance Department for reimbursement.

(e) Satisfactory completion of training requires a "C" grade or passing grade on a pass/fail basis to receive one hundred (100%) percent reimbursement.

ARTICLE 20

(A) FULLY PAID LIFE INSURANCE BENEFIT

(1) The CITY shall provide fully paid, without cost to each UNION employee with anticipated employment of nine (9) months or more, life insurance and dismemberment coverage in the amount of \$25,000. In case of accidental death or dismemberment, double indemnity applies.

(2) The employee can designate a beneficiary on this life coverage by completing the appropriate form furnished by the CITY'S Purchasing/Personnel Specialist, and in the event that no beneficiary is designated, the policy will be payable to his/her estate.

(3) NOTE: When an individual reaches age sixty-five (65), this coverage reduces to one-half. Upon termination of employment with the CITY, insurance coverage may be converted into individual life without additional proof of insurability but subject to the approval of the CITY'S insurance carrier.

ARTICLE 21

(A) HEALTH INSURANCE COVERAGE

(1) The CITY shall furnish each employee covered by this agreement and his/her family a paid medical benefit program. Such insurance shall be equivalent to or better than that which is provided to other city workers. The plan provided may include co-payments for certain services. The City, at its discretion, shall have the right to change insurance carriers or plan design in order to maximize its investment in this expensive fringe benefit. New employees shall be covered from their first day of employment.

(2) The CITY will continue to evaluate Hospital-Medical-Surgical insurance benefits with the objective of providing the most comprehensive coverage.

(3) The health-care coverage provided by the City to members of the UNION will have the following health-care design changes, which will go into effect upon execution of this Agreement:

Prescription Drug Co-Pay:

For any prescription drug purchased by a member of the bargaining unit, the City will pay the first \$50 of the contracted drug cost between the provider and the Pharmacy Benefit Manager, the UNION member will pay any amount between \$50 and \$100, and the City will pay any amount over \$100. The prescription plan will have a maximum out-of-pocket expense for each member as follows: in 2007, \$1000 (prorated to \$500) maximum out of pocket; in 2008, \$1250 maximum out of pocket; in 2009, \$2000 maximum out of pocket. Mail order prescriptions are permitted and will be administered by the City's plan provider. Over-the-counter medication approved by the City's health-care plan is available to the members under the same co-pay terms as prescription drugs.

Office Co-Pay: \$15 per visit

Emergency Room Co-Pay: \$75 per visit

Premiums: None

ARTICLE 22

(A) DENTAL PLAN AND VISION INSURANCE

(1) The CITY shall provide each employee covered by this agreement dental insurance. Such Insurance shall be equivalent to or better than that which is provided to other insured city workers. Covered employees families are also covered. This healthcare language shall be effective August 15, 2007.

(2) The CITY shall provide each employee covered by this agreement vision insurance. Such insurance shall be equivalent to or better than that which is provided to other insured city workers. Covered employees families are also covered. This healthcare language shall be effective August 15, 2007.

ARTICLE 23

(A) SICK LEAVE

(1) Sick leave, with pay, shall be granted to all employees in accordance with the City Personnel Policy, when they are incapacitated (not job connected) for the performance of their duty because of sickness or injury. However, the employee may exercise his/her option for supplemental pay as provided in Article 5(AX2) of this agreement.

(2) If a Department Head believes that it is necessary to avoid an individual's continual abuse of sick leave, he may, with the approval of the City Manager, require that particular employee to submit a written statement by a licensed physician for any absence that particular individual incurred. Before this type of discipline is initiated, the employee shall be given an official warning by the Department Head so that the employee has an adequate chance to correct his/her abuse of the sick leave policy.

(3) In case of hardship or unusual need, an employee may be advanced ten (10) calendar days of sick leave beyond the amount then accumulated to his credit, upon the recommendation of the Department Head and the City Manager. Any such advance shall be chargeable against such employee's subsequent accrual of sick leave or chargeable to the employee's termination pay, if the employee is unable to return to work.

(4) Personal Day

(a) Each employee shall be granted one (1) personal day per year. This day shall not be required to be a personal illness day. The personal day, if taken, shall be deducted from the employee's sick leave account and shall not be accruable year to year.

(b) It is agreed that this day, if taken, shall not be counted as a period of absence as outlined in Article 23(B), and shall not disqualify an employee from work incentive pay as outlined in Article 23(C).

(c) After five years of employment, two (2) additional personal days may be used from the employee's sick leave if the employee has at least 45 days in his/her sick leave bank. The minimum amount sick leave required to take advantage of this benefit will increase by five days each year after the fifth year of employment. For example, Year 5 = 45 days, Year 6 = 50, Year 7 = 55 days, etc. Personal day usage requires notice to the supervisor, when possible, and may be taken in four-hour increments based on supervisor approval.

(5) Light Duty Policy

Any member of the bargaining unit covered by this Agreement may, at the discretion of the Department Director, be required to perform light duty. Seniority shall be considered as a factor when assigning light duty where appropriate and available.

The City will accommodate, as much as reasonably possible, an employee's work restrictions. However, a work shift must be available and scheduled for an employee to work within his or her restrictions. If an employee's restrictions are so great as to prevent the employee from working a productive shift, he or she shall not return to work until he or she receives a full release or the City can accommodate his or her revised restrictions from the treating physician. No person working in a light duty status will be permitted to work overtime, unless no other qualified personnel are available.

No light duty assignment shall extend beyond 12 weeks. If at anytime there is no light duty work available or extends beyond the 12-week limit, the member shall either return to full duty, use any remaining accumulated leave (i.e. sick or vacation days), request a leave of absence, resign, or retire.

(B) SPECIFIC DISCIPLINARY PROCEDURES FOR ABUSE OF SICK LEAVE PAY

(1) Employees of the CITY earn sick days at the rate of twelve (12) sick days per year. However, once an employee has used two (2) periods of sick leave credited to him/her for that particular year, the following action will take place unless there is a bona-fide excuse:

(a) For one (1) period of sick leave beyond the two (2) periods, the employee may receive a verbal warning from the Supervisor.

(b) For two (2) periods of absence beyond the two (2) periods of sick leave, the employee may receive a written warning from the Supervisor.

(c) For three (3) periods of absence beyond the two (2) periods of sick leave, Civil Service charges may be filed against the employee.

(d) The disciplinary action for abuse of sick days is implemented when the employee uses sick days without a bona-fide sickness or injury.

(e) The period of absence is defined, in this policy, as a penalty unit levied against an employee for any period of absence whether it lasts one (1) day or a block of consecutive days.

(f) A sick period is defined in the policy as any consecutive period of absence utilized by an employee due to illness or injury whether it lasts one (1) day or a block of consecutive days.

(g) A year as used herein, shall be defined as commencing from July 1 and ending June 30. The provisions of this paragraph shall become effective for the time period beginning July 1, 1995.

(C) WORK INCENTIVE PAY

(1) As a reward for employees using no sick days within a given fiscal year, those employees with perfect attendance will receive one (1) day's pay and one-half (1/2) day off with pay, that being one-half of Good Friday.

(D) ACCUMULATION OF SICK DAYS BENEFITS

(1) Regular full time employees of the City of Covington shall be permitted unlimited accumulation of sick day's credit. Employees shall be permitted twelve (12) sick days per year to be credited to their account on a monthly basis.

(2) All unused sick leave accumulated as of June 30, 1976, if not prior to termination, shall be paid upon termination based upon the average weekly salary of the employee. Average weekly salary for this provision shall mean: The average for the three (3) years immediately preceding June 30, 1976, divided by 156 weeks.

(E) DONATION OF ACCUMULATED SICK LEAVE

(1) An employee who has exhausted all sick leave and all vacation leave and is suffering from a personal injury or illness which will require a continuous absence of five (5) or more days, pursuant to a doctor's order, may use sick leave donated voluntarily by other employees covered by this Agreement, subject to the following limitations:

(a) All employees who wish to donate sick leave days must maintain a minimum of twelve (12) days in their sick leave account, after donation. No individual employee may donate more than

five (5) days to a single recipient. The employee donating days shall submit a signed, written statement indicating the number of days to be donated and the recipient of the days. No days shall be donated unless the conditions in E(1) above, exist.

(b) No employee shall be eligible to use donated sick leave if they have received a written warning pursuant to paragraph (B) above, within the twelve (12) months prior to the date they propose to use donated sick leave.

(c) An employee using donated sick days shall be limited to the use of five (5) days per each calendar year of employment with the City. For example, an employee with ten (10) years of employment shall be eligible for a maximum of fifty (50) days. This maximum shall be a cumulative lifetime maximum.

(d) This paragraph shall not apply to employees who are receiving Worker's Compensation benefits.

ARTICLE 24

(A) FUNERAL LEAVE

(1) The City shall grant special leave, with pay, for death in the family in the following manner:

(a) On the occasion of the death of father, mother, spouse, life partner (living together 12 months or longer) or child or step-child (step-child residing in the employee's home). The employee shall receive six (6) consecutive 7 1/2 hour days off from the time of death and to include the day of the funeral.

(b) On the occasion of the death of sister, brother, grandchild, grandparent; mother-in-law, father-in-law, step-child and current step-parent. The employee shall receive three (3) consecutive working days off beginning on the day of the death.

(c) On the occasion of the death of aunt or uncle. The employee shall receive one (1) working day off and this leave shall be granted only two times a year.

(2) With respect to (A)(1)(a) and (b) above, an employee shall have the option of taking four additional days off without pay; or taking vacation time that the employee is entitled to use.

ARTICLE 25

(A) HEALTH AND SAFETY

(1) It is the responsibility of each Department of the CITY to provide the safe working conditions, tools, equipment, and work materials for employees.

(2) The CITY and the UNION shall establish a joint Labor-Management Health and Safety Committee. The Committee shall be composed of at least three (3) representatives appointed by the employer and three (3) representatives appointed by the UNION. The Committee's general

responsibility will be to provide a safe and healthful work place by recognizing hazards and recommending abatement of hazards and an education program.

(3) The Committee shall:

(a) Meet on a definitely established schedule, but in no case less frequently than once every two (2) months.

(b) Make periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards to the City Manager.

(c) Promote health and safety education and training for employees.

(d) Keep and review minutes of all Committee meetings.

(e) Create and maintain a current Safety Handbook for employees covered under this agreement.

(B) TRENCHING AND SHORING

(1) The employer shall provide comprehensive training to all relevant employees for all facets of work hazards, including but not limited to trenching, confined space, blood borne pathogens, electrical hazards, and equipment safety. All employees will be paid at their regular rate during such training.

(2) An employee may request the CITY'S Safety Chairperson and General Services Director, or designee, to investigate any safety concerns. An employee may be assigned work at the same rate of pay until a decision has been reached by the aforementioned.

(3) Any irresponsible request may be cause of disciplinary action.

(4) Any unresolved issues at the level of Department Head may be brought to the third step of the grievance procedure.

(C) EQUIPMENT SAFETY

(1) It is the responsibility of the employee to utilize the safeguard and safety equipment and, failure to do so, will result in disciplinary action. It is the responsibility of the CITY to provide safety equipment.

(D) OCCUPATIONAL HEALTH & SAFETY ACT

(1) The City shall not knowingly violate the federal Occupational Health & Safety Act and shall make its best good faith efforts to comply with the Act.

ARTICLE 26

(A) EMPLOYEE ASSISTANCE PROGRAM

- (1) The CITY and the UNION agree to implement an Employee Assistance Program.

ARTICLE 27

(A) MECHANIC TOOL AGREEMENT

(1) Due to the use of mechanic's personal tools in the performance of CITY jobs, the General Services Department shall initiate the following in this regard:

(a) The CITY agrees to provide a tool allowance of \$600, effective July 1, 2007, per year for mechanics who are required to utilize their own personal tools. Said allowance to be paid the first Friday in November.

(b) The General Services Department will provide for the maintenance of power tools belonging to the individual mechanics that become defective due to wear attributable to usage on the job.

(c) The General Services Department will replace tools that are the personal property of individual mechanics if they are stolen during usage on the job.

(d) In order for an individual's tools to be protected under this policy, the individual must provide the Foreman with an itemized list of his personal tools in use on the job. Upon verifying the accuracy of the list, the Foreman and the employee must both sign the form and each maintain a copy for later reference.

(e) All claims made under this article shall be considered on a case-by-case basis to allow for evaluation for the given situation that may arise.

(f) Any loss of a single tool that can be attributed to the given individual's own negligence shall not be replaced under this article.

(g) The maximum liability of the CITY for replacement of tools and tool storage boxes for mechanics hired after September 1, 1988, shall not exceed Twenty Thousand Dollars (\$20,000).

ARTICLE 28

(A) MILITARY LEAVE OF ABSENCE BENEFITS

(1) An employee ordered for pre-induction physical or enlistment in the Armed Forces of the United States shall be given time, with pay, for this purpose by showing his orders to the City Manager. Time taken for periodic physicals for retaining Reserve Status is not paid for.

(2) A permanent full time employee who is a member of any Military Reserve Component is entitled to leave-of-absence of active duty training for periods not to exceed fifteen (15) calendar days per year, or not to exceed the amount of days specified on the Military Orders. Such leave must be granted by the City Manager upon presentation of proper Military Orders.

(3) An employee who enters Military Service must show the City Manager his/her Military Orders to report to active duty. Such employee shall be granted leave, without pay, for the duration of his/her original enlistment.

(4) Any employee who has been employed by the City for at least ninety (90) days and enters Military Service, as a draftee or on first enlistment, is entitled to restoration to his or her job, if he or she reports within ninety (90) days after separation from Military Service with an Honorable Discharge. Restoration must be within thirty (30) days after the request is filed. He or she shall be restored to his or her former title and to the salary steps that he or she have achieved had he or she remained in the CITY service.

(5) Each employee using such leave-of-absence shall notify his Department Head, in writing, seven (7) calendar days in advance. Leave-of-Absence taken without notice shall be considered unauthorized leave, as per City's Absence Policy.

ARTICLE 29

(A) MISCELLANEOUS

(1) Residency, refer to Kentucky state law.

(2) All CITY owned equipment must be properly and carefully handled by CITY employees to whom it is entrusted. Any failure to comply with this provision may be considered cause for disciplinary action and/or dismissal.

(3) It is to be recognized that it is a practical impossibility to draw up rules and regulations to cover all cases and it must also be recognized that the basic reason for the employment of the CITY personnel is to render to the public the type of service the public has a right to expect. To promote desirable public relations, all CITY employees must carry on their duties with this thought in mind and put a liberal interpretation on all rules in order to make them workable. In this connection, any tendency on the part of any employee to arbitrarily inform a citizen(s), or to inform any superior(s), that he will not perform any duty, will, within practical limits, be dealt with as refusing to perform his/her duties.

(4) All CITY employees who drive CITY-owned vehicles shall qualify for such duty by obtaining and Maintaining a driver's license (at their own expense) and presenting such license to the head of their Department or Supervisor, for inspection, upon request.

(5) Any employee driving a CITY-owned vehicle will be personally responsible for any penalty or fine for traffic violation(s). Property damage and personal injury caused through negligence on the part of the driver, must be paid by the responsible party.

(6) All employees shall make formal application for time off with or without pay, including vacations, leaves-of-absence, sick leave, etc. Such applications shall be filed in advance. When it is impractical to file applications for sick leave, in advance, confirming applications shall be placed on file as early as possible, but an employee must call his Department Head or designee at least fifteen (15) minutes prior to starting time of his normal shift, mitigating circumstances will be taken into account.

(7) There shall be no discrimination against the employees by virtue of participation or non-participation in UNION affairs.

(8) No temporary employee shall be used when regular employees are available.

(9) Employees who make written request and are registered voters shall be permitted one (1) hour, with pay, for the purpose of voting in all elections; said request shall be submitted by 9 PM to the Department Head on the preceding work day before the election.

(10) Shoe/Boot Allowance

(a) The CITY agrees to provide on the first pay period in July of each year, the sum of One Hundred and Twenty Five dollars (\$125) shoe/boot allowance to each of the hereinafter stated positions, effective July 1, 2007. Said employees shall purchase steel-toed safety shoes/boots.

(b) The following positions shall be entitled to said allowance: Chief Mechanic, Heavy Equipment Operator, Light Equipment Operator, Driver, Animal Warden, Traffic Technician, Technician, Mechanic, Assistant Mechanic, Cement Mason, Evidence Technician and Laborer.

(c) Other positions may be added through mutual written consent of the UNION and the City Manager.

(d) It is understood, failure to wear steel-toed safety shoes/boots during the performance of work may be cause for progressive disciplinary action. Probationary employees shall be liable for the repayment of said allowance in the event they fail to successfully complete their probationary period. Said amount shall be deductible from the effected employee's separation pay.

(11) The City agrees to provide and maintain uniforms for General Service's employees (excluding office personnel) including two (2) winter and two (2) summer hats. A Selection Committee will consist of two (2) UNION members and two (2) members from management; of which one will be the City Manager or his/her designee.

(12) This Contract shall be extended past its term pending settlement of negotiations.

(13) The Department Head shall give the employee a forty-eight (48) hour notice before a non-emergency shift change. Seniority shall be a consideration when considering a permanent shift change, however, the City shall have discretion to select an employee for a shift change when

considering the necessary training, education and experience of the personnel being considered. When a permanent shift change will be implemented, the employee affected shall be given 10 working days notice of the change.

ARTICLE 30

(A) SUBCONTRACTING

(1) The CITY may subcontract bargaining unit work for service efficiency so long as such subcontracting is done in good faith and without deliberate intent to lay off bargaining unit employees.

(2) In the event layoff of bargaining unit employees is contemplated, CITY shall meet with the President of the UNION and International Staff.

ARTICLE 31

(A) JOB VACANCY

(1) Whenever a vacancy in a position covered by this Agreement occurs, or is expected to occur, the CITY's Human Resource's Department shall notify the UNION President fifteen (15) days prior to permanently filling same.

(2) Any employee covered by this Agreement shall inform the Human Resources Director in writing within the time prescribed in paragraph (1) of his/her interest and qualifications.

(3) An employee, who within thirty (30) calendar days after the effective date of a promotion, elects to relinquish the new position, shall be allowed to return to the previously held position.

ARTICLE 32

(A) PENSION BENEFITS

(1) The CITY will continue to provide the Non-Uniformed Employees Pension Plan which has been in effect for all employees who have been hired prior to April 1, 1977, and who desire to continue participation in this plan.

(2) All employees hired after April 1, 1977, will participate in the County Employees Retirement System. The C.E.R.S. Plan is also available to any employee hired prior to April 1, 1977, who desires to terminate participation in the City Plan. An employee desiring to make the change from the City Plan to the C.E.R.S. plan may not return to the City Plan after making decision.

ARTICLE 33

(A) DEFINITION OF COLLECTIVE BARGAINING UNIT

(1) The UNION shall have exclusive representation of all full-time, non-uniform positions for the duration of this contract, except for Supervisory Positions.

(2) A Supervisory Position is defined as any position that directs the work pattern, location, or condition of another employee or does performance evaluations or is compensated to promote, terminate, or recommend promotion or termination of another employee, or holds a position involving a significant element of trust and confidentiality regarding CITY business or the personal information of grant program participants, to which the public does not have access. Representation of newly created positions shall be determined by applying this definition.

ARTICLE 34

(A) SCHEDULE OF SALARIES

	2005	2007 1%	2008 1%	2009 5%
Animal Warden	703.61	710.65	717.75	753.64
Traffic Technician	782.58	790.41	798.31	838.23
Chief Mechanic	835.82	844.18	852.62	895.25
Mechanic	782.58	790.41	798.31	838.23
Cement Mason	752.32	759.84	767.44	805.81
Heavy Equipment Operator	752.32	759.84	767.44	805.81
Assistant Mechanic	729.18	736.47	743.84	781.03
Light Equipment Operator	716.51	723.68	730.91	767.46
Driver	696.94	703.91	710.95	746.50
Laborer V	661.14	667.75	674.43	708.15
Laborer IV	557.81	563.39	569.02	597.47
Laborer III	516.31	521.47	526.69	553.02
Laborer II	463.09	467.72	472.40	496.02
Laborer I	418.40	422.58	426.81	448.15
Clerk Typist VII	715.09	722.24	729.46	765.94

Clerk Typist VI	687.59	694.47	701.41	736.48
Clerk Typist V	661.14	667.75	674.43	708.15
Clerk Typist IV	557.69	563.27	568.90	597.34
Clerk Typist III	516.31	521.47	526.69	553.02
Clerk Typist II	463.09	467.72	472.40	496.02
Clerk Typist I	418.40	422.58	426.81	448.15
Housing Inspector V	832.56	840.89	849.29	891.76
Telecommunicator V	832.17	840.49	848.90	891.34
Telecommunicator IV	765.95	773.61	781.35	820.41
Telecommunicator III	704.95	712.00	719.12	755.08
Telecommunicator II	644.72	651.17	657.68	690.56
Telecommunicator I	592.49	598.41	604.40	634.62
Parking Enforcement Person	469.72	474.42	479.16	503.12
Technician III	829.29	837.58	845.96	888.26
Technician II	752.32	759.84	767.44	805.81
Technician I	696.94	703.91	710.95	746.50
Evidence Technician IV	729.89	737.19	744.56	781.79
Evidence Technician III	707.61	714.69	721.83	757.92
Evidence Technician II	685.33	692.18	699.11	734.06
Evidence Technician I	663.05	669.68	676.38	710.20
Maintenance Tech	675.00	681.75	688.57	723.00

IN WITNESS WHEREOF, this Agreement is executed this 20th day of August 2007.

CITY OF COVINGTON KENTUCKY

Irvin T. Callery 8-21-07
Irvin T. Callery, Mayor Date

Jay Fossett 8-20-07
Jay Fossett, City Manager Date
(Pursuant to O/R-222-07)

AFSCME AFL-CIO, LOCAL #237

Charles Wallace 8-20-07
Charles Wallace, President Date

Angela McCook 8-20-07
Witness Date

MEMORANDUM OF UNDERSTANDING

This is a memorandum of Understanding addressing the Waiver of Health Insurance Benefit ("Coverage Waiver") offered by the City of Covington.

The City of Covington agrees to offer a Coverage Waiver for employees who wish to waive their coverage under the City of Covington's health-care plan. Employees waiving such coverage must be eligible for other health-care coverage with another employer or entity.

Coverage Waiver is NOT available if both the husband and wife are employed by the City of Covington.

The waiver benefit is \$2,500.00 for a family and \$1,000.00 for single person, annually, with a one time bonus of an additional \$2,500.00 and \$1,000 (for a total of \$5,000 for a family and \$2,000 for single) if coverage is waived by 12/31/07.

No bonus will be given beyond 12/31/07. Employees will have the option of placing the money in Deferred Comp, Flex Account or receive Cash. Cash will result in state, federal, and local taxes and employee's pension contribution being deducted.

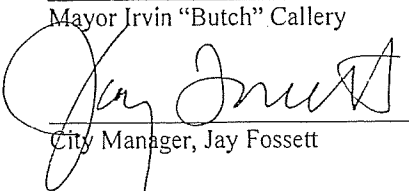
Disbursement of the waiver benefit will be paid in equal quarterly installments. If the employee waives coverage after 12/31/07, the waiver benefit will be pro-rated, based upon the date such coverage is waived.

Re-enrollment into the City's health-care plan will only be possible due to a qualifying event, which is limited to the following situations: spouse terminates employment; coverage is no longer available due to reduction in spouse's hours or elimination of the spouse's health-care plan or the plan is "employee only" plan; divorce; legal separation; death of the spouse; or spouse's eligibility for Medicare. Re-enrollment will not be allowed for voluntary reasons, i.e., the insured voluntarily elects not to continue his or his health-care coverage or removes his or her spouse from the coverage.


This Memorandum of Understanding remains in full effect until 12/31/2009.

Mayor Irvin "Butch" Callery

Date


City Manager, Jay Fossett

 8-20-07
Date

 8-20-07
AFSCME President Charles Wallace Date


Witness

8-20-07
Date